



# A.P. Whaley LLC

1928 Syvrud Road | Mount Horeb, Wisconsin 53572 | (608) 437-9081

## WHOLESALE ACCOUNT REGISTRATION

**Customers must order AT LEAST \$5,000 ANNUALLY to maintain "Wholesale" status.**

### COMPANY NAME

Federal Tax ID:

### BILLING & PAYMENT INFORMATION

ACCOUNTS PAYABLE CONTACT:

BILLING STREET ADDRESS

CITY

STATE

ZIP

PHONE:

A/P EMAIL:

#### Preferred Method of Invoice Receipt:

☐ Paper/Mail ☐ Email

#### Preferred Method of Payment:

☐ Paper Check/Mail ☐ ACH

☐ Credit Card (subject to a 5% fee)

### BUYER/PURCHASER INFORMATION

BUYER/PURCHASER NAME:

PHONE

EMAIL

#### Are Purchase Orders Required?

☐ Yes ☐ No

**NOTE:** If there are multiple buyers, APW REQUIRES purchase orders to be sent. APW will NOT accept orders via email correspondence where a PO is not attached.

#### Additional Buyers

BUYER CONTACT NAME

PHONE

EMAIL

BUYER CONTACT NAME

PHONE

EMAIL

## SHIPPING INFORMATION

### SHIPPING PREFERENCE (**PARCEL/BOX ORDERS**):

☐

#### ALWAYS LEAST EXPENSIVE - CHARGES APPLIED TO FINAL INVOICE

APW will choose carrier (FedEx Ground, FedEx Express or UPS Ground) based on least expensive rate.

☐

#### MY PREFERRED CARRIER - CHARGES APPLIED TO FINAL INVOICE

☐ FedEx Ground ☐ FedEx Express ☐ UPS Ground

☐

#### SHIP ON MY ACCOUNT - NO SHIPPING CHARGES WILL APPEAR ON INVOICE

☐ FedEx Ground ☐ FedEx Express ☐ UPS Ground

ACCOUNT NUMBER:

BILLING ZIP CODE:

### SHIPPING PREFERENCE (**PALLETIZED/FREIGHT SHIPMENTS**):

☐

#### APW BOOK FREIGHT - ALWAYS VIA FEDEX FREIGHT

☐

#### CUSTOMER BOOKS FREIGHT

☐

#### APW PROVIDE BEST QUOTE - BOOKING TO BE DETERMINED UPON ORDER COMPLETION

Name of person completing this form:

Title:

Signed:

Date:

By submitting this application, you agree to the Wholesale Terms & Conditions of A.P. Whaley, LLC.

Completed applications can be emailed to: [rachyl@awhaley.com](mailto:rachyl@awhaley.com)



# A.P. Whaley Wholesale Pricing, Terms & Conditions 2024-2025

**PLACING ORDERS:** Wholesale pricing is extended to customers meeting our **\$5,000 annual minimum.** Customers not meeting this minimum are encouraged to place orders via our website ([www.awhaley.com](http://www.awhaley.com)).

- **EMAIL:** [orders@awhaley.com](mailto:orders@awhaley.com)

**Purchase Orders are preferred!**

- **PHONE:** (608) 437-9081

**BUSINESS/DOCK HOURS:** M-F 8:00 am – 4:00 pm CST

Order confirmations will be returned promptly to confirm availability, germination rates and pricing. We ask that you carefully review and approve this information. Once order confirmations are approved, they will be promptly packed and shipped.

**ITEM DESCRIPTIONS & PHOTOS:** Please visit our website [www.awhaley.com](http://www.awhaley.com) for color photographs and descriptions of our items. Our website is our “digital” catalog. Please let us know if you do not see an item listed in our website. Our photos are NOT to be used without permission. We do grant permission to use photos when wholesale amounts are purchased. We expect our images to be protected and copyrighted on your sites. You may NOT share our photos to third parties without our permission. Please contact our office for an Image Request Form.

**SHIPPING:** Our preferred shipping carrier, with the best negotiated rates, is FedEx. All orders will be shipped FOB (Mount Horeb, Wisconsin) via FedEx Ground unless another service is requested. Actual shipping charges will be applied to the final invoice.

You are welcome to request shipping billed to your account for either UPS or FedEx. PLEASE NOTE: Because of our rural location, we have limited access to UPS and there may be shipping delays and/or additional service charges for the use of UPS. Such charges will not be reimbursed.

**ADDITIONAL CHARGES:** The following material charges will be applied to all invoices:

Poly Bags.....	\$2.00 each	Std. Foil Pouches.....	\$1.00 each / Lg Foil Pouches.....	\$2.00 each
Bubble Mailers.....	\$1.00 each	Shipping Boxes.....	\$2.00 each / Heavy Duty.....	\$3.00 each
4-Gallon Bucket.....	\$7.50 each	2-Gallon Bucket.....	\$5.00 each	
Wood Pallet.....	\$20.00 each	Plastic Export Pallet.....	\$50.00 each	
Gaylord Pallet.....	\$30.00 each			

**INTERNATIONAL ORDERS:** Please contact our office (aaron@awhaley.com) for shipping details and restrictions.

- **Minimum \$1,000 order**
- International Document Preparation & Handling Fee (applied to all international orders).....\$100.00 per invoice.
  - PLEASE TRY TO CONDENSE ITEMS TO ONE PURCHASE ORDER. Multiple PO's mean multiple invoices.
- Phytosanitary Certificates.....\$75.00 per shipment.
- Country of Origin Certificate.....\$10.00 each.
- AES Export Filing Fee (required on all orders over \$2,500 USD).....\$25.00 per shipment.

**TERMS & PRICES:** All prices are listed in USD. All payments towards accounts must be made in USD. Payment is required at the time of delivery unless an account has previously been established. For customers with established credit, our terms are: Net 30 days on invoices \$500+. Past due accounts are subject to a finance charge of 1.5% per month, or the maximum rate allowed by state law, whichever is less. **A 5% processing charge will be added to ALL credit card payments.** If paying by bank wire transfer, please inquire about currency conversion and fees to ensure the amount wired matches the invoiced amount.

**PRICE CHANGES:** Current backorders for items in production are subject to price adjustments within this new price list. Our production costs have increased significantly. We are experiencing more challenges than ever placing crops with growers. The increase in global commodity prices make it harder to find land for vegetable seed production-especially when dealing with many niche crops that require large amounts of hand labor to produce. Water shortages and limits with growers in the Western US can have effects on our domestic production. There are similar issues with our international growers. Restrictions and guidelines with international seed production are ever changing. We have had to carefully select some new pepper and tomato production areas in order to maintain our high quality standards. All of these situations play a big factor in production costs.

**SEED COUNT DISCREPANCIES:** We are confident that our fulfillment seed counts are accurate. We utilize two high end Data Tech seed counters that are calibrated to each individual lot. Our main seed counter requires recalibration at the beginning of each fulfillment. Any order under 50M is ALWAYS run through the seed counter. During peak fulfillment times, orders in excess of 50M may be filled using a "working sample" calculation. On small seeded items, this working sample is 50M, on larger seed types we use a working sample that is close to 1 pound of seed. We are constantly double checking our working samples to maintain accuracy and will run the sample over both machines to compare machine accuracy. These machines have proven to be extremely accurate. If you have a discrepancy with order fulfillment, please let us know as soon as possible. We will request you provide us with an explanation of your method of computing seed count. We expect our customers to verify seed counts using similar standards and therefore have experienced minimal discrepancy complaints.

**CROP FAILURES OR SHORTAGES:** All items currently in production are subject to delivery by our growers. In the event that a variety is not delivered in full or does not meet our germination and/or quality standards, we may choose to prorate the amount fulfilled or cancel an item from an order.

**RETURNS:** Once seed leaves our warehouse, we have no control over the conditions those seeds are stored or shipped under. We strive to store our seeds under optimal conditions (50°F and 35-40% humidity). We test every lot of seed twice a year with an AOSA Certified Lab to ensure that your seed will germinate and remain viable as long as it is stored correctly. We do not sell seed that does not meet the Federal standards. Seed is non-returnable except with pre-approved authorization. There will be a restocking fee of 25% on all returned seed and seed must be returned in the original shipping containers.

**TERMS OF PHOTOGRAPHY USAGE:** All images provided are the copyright protected property of A.P. Whaley, LLC. A.P. Whaley, LLC grants you the right to use these images provided you take all reasonable steps to further protect the images from unauthorized use or copying. These images are provided with sole intent of promoting A.P. Whaley, LLC's varieties. Images may only be used if the variety is being currently purchased (within the past 12 months) from A.P. Whaley. All other uses are strictly prohibited.

**WATERMELON FRUIT BLOTCH DISEASE:** Watermelon Fruit Blotch Disease is a serious disease that can be introduced to plants through watermelon seeds, transplants, or spread from other hosts. The disease affects watermelon plants and fruits and can lead to lost fruit production and reduced yields when plants are infected. The disease mostly affects watermelons grown in high humidity areas such as Florida and parts of the southeastern United States. The disease is generally of more importance to large-scale growers and it is industry practice for waiver notification on large watermelon seed orders.

While our seeds are not known to carry this disease, this notice serves as the release of A.P. Whaley, LLC liability due to any possibility of damages due to Watermelon Fruit Blotch Disease. We do not distribute or sell seeds that are known to harbor this disease, but due to testing limitations, we cannot 100% guarantee seeds are free of any pathogen. By purchasing watermelon seed from our company, you are releasing A.P. Whaley, LLC from any liability for consequential damages related to the disease and are planting at your own risk and liability.

**LIMITATION OF LIABILITY:** The sole remedy for loss or damages shall be limited to the purchase price of the seed. Under no circumstances will A.P. Whaley, LLC be liable for consequential damages. All claims must be submitted to A.P. Whaley, LLC in writing no more than 30 days after discovery.